effort to stop it, the assault on plaintiff must be considered as being authorized by defendant. It is clearly the weight of modern authority that a corporation is liable for assaults committed by its officers, servants and agents. In 1 COOK, CORPORATIONS, Ed. 6, § 15b, the rule is stated: "A corporation may be held liable * * * * * * for assault and battery committed by its officers, agents or servants in executing the rules and regulations or orders of the corporation." It is also clear "that a corporation is not liable for the acts of its officers and agents not within their express or implied authority." 7 AM. & ENG. ENC. 825. It would seem that courts will be slow to accept the rule of the present case, that the failure to exert efforts toward stopping or failure to prevent employes from playing pranks outside their employment, impliedly authorizes them to do the acts, and makes the acts those of the corporation. Though the present case carries the doctrine to facts in an extreme case, there are cases applying the principle here involved. In *Avery* v. *Bully,* 1 (Root) Conn. 275, the court held "That the commanding officers of a company of militia were liable for assaults committed by the soldiers under their command, which they knew of and did nothing to prevent, or to detect and punish." In *Harper* v. *Ind. Etc. R. Co.* 47 Mo. 567 the court held that "Where the officers of a railroad company knew that it is the custom for engineers to permit firemen to handle their engines, and do nothing to prevent this, the company is liable for the damage caused by the incompetence of the fireman while temporarily acting in the capacity of an engineer."

MUNICIPAL CORPORATIONS—PAVING CONTRACTS—CONTRACTOR NOT A WARRANTOR OF PLAN AND SPECIFICATIONS PREPARED BY MUNICIPALITY.—Plaintiff entered into a contract with defendant city, by the terms of which it was to furnish labor and material to construct an asphalt pavement in one of defendant's streets and to keep it in good repair for two years. The contract provided that the work should be done under the superintendence and in full compliance with defendant's plan and specifications, and that a specified percentage of the amount due under the contract was to be retained for two years by defendant's treasurer to pay the expense of making repairs. Plaintiff executed the work in accordance with the contract but defendant's plan was defective and although fully complied with was insufficient to keep the pavement in repair. Plaintiff sued to recover the amount due under the contract. *Held,* that the plaintiff could recover its contract price without repairing the pavement for two years, after its acceptance by the city. *Cameron-Hawn Realty Co.* v. *City of Albany* (1909), 119 N. Y. Supp. 128.

The court based its decision on *MacKnight Flintic Stone Company* v. *The Mayor,* 160 N. Y. 72, 54 N. E. 661, which is precisely in point and rests upon the principle that, "If the thing is itself specifically selected and ordered, there the purchaser takes upon himself the risk of its effecting its purpose." (1 PARSONS, CONTRACTS, 587.) One of the judges dissented from the opinion of the court in that case and in the principal case two of the judges dissented, but the cases are sound in principle and the following cases are precisely in point and directly in accord. *Filbert et al.* v. *Philadelphia,* 181 Pa. St. 530, 545; *Mac Ritchie* v. *City of Lake View,* 30 Ill. App 393, 398; *Bancroft* v. *San*

Francisco Tool Co., 120 Cal. 228; *Clark et al.* v. *Pope et al.* 70 Ill. 128; *Bentley and others* v. *The State*, 73 Wis. 416.

NEGLIGENCE.—EMPLOYMENT OF CHILD IN VIOLATION OF STATUTE.—LIABILITY OF EMPLOYER FOR INJURY.—A statute of Pennsylvania provides that the employment of children under fourteen years of age in certain "establishments" is illegal, but despite this provision, the defendants employed the plaintiff, who was under fourteen, in their shops where he was injured while cleaning a fan wheel, without the scope of his employment and at his own volition. *Held* that the employment in violation of the law was negligence and the defendants were liable. *Stehle* v. *Jaeger Automatic Mach. Co.* (1909)—Pa.—, 74 Atl. 215.

An infant may, at common law, contract for the performance of personal services or labor (*Texas & P. R. Co.* v. *Carlton*, 60 Tex. 397; *Monaghan* v. *School Dist.*, 38 Wis, 100,) but his obligation is voidable at his election. *Dubé* v. *Beaudry*, 150 Mass. 448, 23 N. E. 222, 6 L. R. A. 146; *Burdett* v. *Williams*, 30 Fed. 697. However, once a minor is employed, greater care is due toward him from the employer than in the case of an adult. *Rolling Mill Co.* v. *Corrigan* 46 Ohio St. 283, 20 N. E. 466; *Texas & P. R. Co.* v. *Carlton*, supra. The presumption in most of the states now is that servants younger than the age fixed by statute regarding the employment of children, have not sufficient capacity to be sensible of danger and cannot, therefore, be guilty of contributory negligence. *Rolling Mill Co.* v. *Corrigan*, supra; *Tutweiler Coal, etc., Co.* v. *Enslen*, 129 Ala. 336, 30 South 600. The employment of a minor where forbidden by statute is negligence *per se*. *Morris* v. *Stanfield*, 81 Ill. App. 264; *Hickey* v. *Taaffe*, 32 Hun 7; *Cooke* v. *Lalance Grosjean Mfg. Co.*, 33 Hun 351; *Queen* v. *Dayton Coal etc. Co.*, 95 Tenn. 458, 32 S. W. 460, 30 L. R. A. 82. And the infant is entitled to sue for damages for personal injuries received through negligence of the employer. *Georgia Pac. R. Co.* v. *Propst* 83 Ala. 518, 3 South 764; *Hartfield* v. *Roper*, 21 Wend. 615, 34 Am. Dec 273.

NEGLIGENCE—HOSPITALS—LIABILITY FOR NEGLIGENCE OF SERVANTS.—The plaintiff on his return from Africa in bad health entered the defendants' hospital as a free patient. He was placed under anaesthetics and when he recovered consciousness he found that his arm had been badly burned and bruised through the negligence of an employee of the defendants, it having been allowed to come into contact with the heating appliance under the operating table. In this action by plaintiff claiming damages for negligence, *Held* that the only duty undertaken by the defendants is to use due care in the selection of the medical staff and unless it is shown that they have failed in this duty they are not liable for negligence of such staff. *Hillyer* v. *St. Bartholomew's Hospital* (*Governors*) [1909], 2 K. B. 820, 78 L. J. K. B. 958.

A charitable corporation is not liable for injuries resulting from the negligent acts of a servant in the course of his employment when care has been exercised in his selection. 5MICH. L. REV. 552, 662; *Hearns* v. *Waterbury Hospital*, 66 Conn. 98, 33 Atl. 595, 31 L. R. A. 224; *Pepke* v. *Grace Hospital*, 130 Mich. 493, 90 N. W. 278; *Fire Ins. Patrol* v. *Boyd*, 120 Pa. St. 624, 15 Atl. 553, 6 Am. St. Rep. 745; *Heriot's Hospital* v. *Ross*, 12 Cl. & Fin. 507. A hos-